diction of equity to protect rights of personality a dictum expressed with the problem clearly in mind seems preferable. *Vanderbilt* v. *Mitchell*, *supra*. See 21 HARV. L. REV. 54. The court's broad statement, which it seems was not absolutely necessary to a decision, is unfortunate, for it has no very firm standing either on authority or principle. See Roscoe Pound, "Interests of Personality," 28 HARV. L. REV. 343.

EQUITABLE EASEMENTS — CONSTITUTIONAL LAW — EFFECT OF CHANGED CONDITIONS UPON EQUITABLE SERVITUDES. — A statute conferred jurisdiction on a court to determine whether or not "equitable restrictions arising under contracts, deeds, or other instruments limiting or restraining the use or the manner of using land" were enforceable. If such enforcement were found to be inequitable, the court should register the titles to the land free from the restrictions. If the restrictions, however, were valid, though thus unenforceable, and it was found that any person or property entitled to the benefits of the restrictions would be damaged by the non-enforcement, such damages should be assessed and the registration of this unrestricted title be conditioned on the payment of these damages by the petitioner. Land belonging to the petitioner was subject to building restrictions, put on for the benefit of adjoining land belonging to the respondent, in the expectation that this would be a residence district. The neighborhood, however, became suited only to business purposes, and a petition was brought for the registration of title free from these restrictions. *Held*, that the statute as applied to these facts was unconstitutional, in that it provided for the taking of private property for a private purpose. *Riverbank Improvement Co.* v. *Chadwick*, 228 Mass. 243, 117 N. E. 244.

For a discussion of this case see Notes, page 878.

EVIDENCE — PROOF OF FOREIGN LAW — A QUESTION FOR THE COURT. — Defendant negligently caused plaintiff mental anxiety and distress, resulting in physical suffering. The act was committed in Ontario. *Held*, that foreign law is a question of fact for the trial court; that the question is not what has been previously held in the foreign jurisdiction, but what would the decision be if the case arose there today. *Hansen* v. *Grand Trunk Ry.*, 102 Atl. 625 (N. H.).

The decision of a lower court of the foreign jurisdiction is not conclusive evidence of the foreign law. *Schmaltz* v. *York Mfg. Co.*, 204 Pa. 1, 53 Atl. 522. See 16 HARV L. REV. 452. But the decision of the highest court is generally so regarded. *Schmaltz* v. *York Mfg. Co.*, *supra*; *Sealy* v. *M. K. & T. Ry.*, 84 Kan. 479, 114 Pac. 1077. It is conceivable, however, that even such an adjudication may be erroneous, or may have become inapplicable and obsolete. This seems to be the attitude of the court in the principal case. Nor is their position unwarranted. There is a previous decision of the Privy Council on the question here involved. *Victorian Ry. Com.* v. *Coultas*, 13 A. C. 222. It has been severely criticized and expressly repudiated, though no opportunity has arisen to limit or overrule it. See *Dulieu* v. *White*, [1901] 2 K. B. 669. The holding that where the evidence of foreign law includes conflicting expert testimony, the question is nevertheless for the court, is quite modern. Where the problem is simply the construction of a statute or the interpretation of consistent decisions, it is generally agreed that this is within the province of the court. *Bradley* v. *Bentley*, 85 Vt. 412, 82 Atl. 669. See *Bank of China* v. *Morse*, 168 N. Y. 458, 470, 61 N. E. 774, 777. But where the decisions are conflicting, some courts hold that the question is for the jury. *Hancock Nat. Bank* v. *Ellis*, 172 Mass. 39, 51 N. E. 207. The increasing weight of authority, however, is that in such a situation the question is for the court. *Collins* v. *Norfolk & W. Ry. Co.*, 152 Ky. 755, 154 S. W. 37;

Christiansen v. *Graver Tank Works*, 223 Ill. 142, 79 N. E. 97; *Frasier* v. *Charleston & W. C. Ry. Co.*, 73 S. C. 140, 52 S. E. 964. Where the evidence of foreign law includes conflicting expert testimony, there is considerable authority that the question must be submitted to the jury. *Electric Welding Co.* v. *Prince*, 200 Mass. 386, 86 N. E. 947; *Harrison* v. *Atl. Coast Line R. Co.*, 168 N. C. 382, 84 N. E. 519. It would seem that more accurate results are to be obtained by submitting the question to the court in any event. This was the position taken in the principal case. *Cf. Ongaro* v. *Twohy*, 57 Wash. 668, 107 Pac. 834.

INFANTS — AVOIDANCE OF CONTRACT DURING MINORITY. — Workmen's Compensation Act provides all contracts of hiring, including those of minors, shall be presumed to have been made with reference to the act. (1911, N. J. PUB. LAWS, c. 95.) Plaintiff, an infant, having been injured in the course of his employment due to the negligence of his employer, seeks to disaffirm his contract and recover for negligent injury. *Held*, that he may not recover. *Young* v. *Sterling Leather Works*, 102 Atl. 395 (N. J.).

Contracts of an infant as a rule are merely voidable at his option. *Gillis* v. *Goodwin*, 180 Mass. 140, 61 N. E. 813. But a contract for necessaries is valid so far as it is executed. However, the resulting obligation seems rather of a quasi-contractual nature. See W. A. Keener, "Quasi-Contract," 7 HARV. L. REV., 57, 72–73. But see *Cooper* v. *State*, 37 Ark. 421, 425. Contracts for services have generally not been included within the category of necessaries, and accordingly some courts have refused to declare them binding. *Gaffney* v. *Hayden*, 110 Mass. 137. Since the rule allowing infants to avoid their contracts is intended to be for their benefit, other courts have held a contract cannot be avoided if upon consideration of the whole agreement it appears the infant derives a manifest advantage. *Clements* v. *London, etc. R.*, [1894] 2 Q. B. 482. This rule has sometimes been restricted to executed contracts. *Spicer* v. *Earl*, 41 Mich. 191, 1 N. W. 923. But the doctrine permitting an infant to avoid his contracts does not extend to contracts to do that which he was bound by law to perform. *Baker* v. *Lovett*, 6 Mass. 78. See CO. LITT. 172 *a*. Nor does it apply to contracts entered into under statutory authority or direction. *People* v. *Mullin*, 25 Wend. (N. Y.) 697; *United States* v. *Bainbridge*, 1 Mason (U. S.), 71.

INSURANCE — INSURANCE AGENTS — WAIVER OF CONDITION BY BROKER ACTING FOR INSURED. — The insured had a Florida broker to take care of all its insurance. This broker applied for a policy to the defendant, a Pennsylvania insurance company not doing business in Florida. The defendant made inquiries of the broker as to the condition of the property, mailed the policy to the broker, and paid the broker a commission out of the premium. A condition of the policy was broken by the insured with the assent of the broker. A Florida statute provided that any person in Florida, who received money on account of any contract of insurance, or who in any wise made any contract of insurance for an insurance company, was to be deemed an agent of such insurance company to all intents and purposes. (1914, FLA. COMP. LAWS, § 2765.) *Held*, that the defendant was chargeable with the broker's assent. *American Fire Ins. Co.* v. *King Lumber Co.*, 77 So. 168 (Fla.).

The case must turn upon the relation between the broker and the defendant. A broker, employed to procure insurance, should ordinarily be regarded as the agent of the person who employed him. *Allen* v. *German American Ins. Co.*, 123 N. Y. 625, 25 N. E. 309; *Parrish* v. *Rosebud Mining Co.*, 140 Cal. 635, 74 Pac. 312; *Ben Franklin Ins. Co.* v. *Weary*, 4 Brad. (Ill.) 74; *United Firemen's Ins. Co.* v. *Thomas*, 92 Fed. 127. See 2 BIDDLE, INSURANCE, § 1077. The fact that he receives a commission out of the premium is not enough to make him an agent of the insurer. *McGraw Co.* v. *German Fire Ins. Co.*, 126 La. 32, 52 So. 183.